

CA1  
L125  
-P66

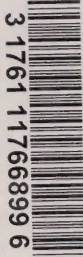
# Provisions in Collective Agreements

## Covering Employees in Canadian Mining Industries

(1968)

Collective Bargaining Division  
Economics and Research Branch  
CANADA DEPARTMENT OF LABOUR

General publications  
L6-1







# Provisions in Collective Agreements

## Covering Employees in Canadian Mining Industries

(1968)



Collective Bargaining Division  
Economics and Research Branch  
**CANADA DEPARTMENT OF LABOUR**

Hon. Bryce Mackasey  
Minister

J.D. Love  
Deputy Minister




## Foreword

The study was based on an examination of 47 selected contractual provisions in 188 collective bargaining agreements in the mining sector across Canada, on file in the Economics and Research Branch. The majority of these collective agreements cover a small number of workers and together they cover 64,598 workers in the industry. Coverage in the agreements ranged from 50 or less workers up to slightly over 15,000. The agreements reviewed were in effect at January 1, 1968; of which about 46 per cent (61 per cent employees covered) were scheduled to remain in effect in 1969 or later.

The booklet is divided into two parts. Part I presents analytical commentary on the selected collective bargaining provisions with reference to some implications of these provisions and illustrations of the nature of the provisions. Part II contains a series of statistical tables showing the incidence of the various provisions and the ratios existing between "coverage" and "content".

The initial research for this study was undertaken by Emile Vallée, Henri Gallard and Miss Sheila Rajani, under the supervision of Félix Quinet. The study was finally completed by Yves Moisan, Joseph Enwerekowe and Mervyn McKenzie under the general supervision of Alan Portigal, acting Chief, Collective Bargaining Division. We wish to express our appreciation to the Stenographic Pool for their assistance. The Canada Department of Labour wishes to acknowledge the co-operation of the companies and unions which made available the collective agreements and supplementary information required for the study.

George S. Saunders,  
Director,  
Economics and Research Branch.



Digitized by the Internet Archive  
in 2023 with funding from  
University of Toronto

<https://archive.org/details/31761117668996>



## TABLE of CONTENTS

<u>PART I</u>	<u>Page</u>
Foreword	
Introduction	1
Union Security	2
Union Shop	2
Modified Union Shop	2
Maintenance of Membership	2
Check-off	3
Rand Formula	3
Compensation for Grievance Work	3
Compensation for Union Officials In Negotiation of Collective Agreements	4
Unpaid Leave of Absence - Union Business	4
Grievance Procedure/Arbitration	4
Grievance Procedure - First Step	5
Time Limit to Initiate a Grievance	5
Grievance Procedure in Dismissal Cases	5
Scope of Arbitration	5
Number of Arbitrators	6
Length of Probationary Period After Hiring	6
Seniority	6
Seniority on Promotion	7
Seniority on Layoff	7
Retention of Seniority During Layoff	7
Weekly Hours	8

	<u>Page</u>
Daily Hours	8
Normal Work Week (Days)	8
Compensation for Overtime After Daily Hours	8
Compensation for Overtime After Weekly Hours	9
Compensation for Overtime on Saturday or 6th Day (Not Normally Worked)	9
Compensation for Overtime on Sunday or 7th Day (Not Normally Worked)	9
Shift Premium - Second Shift	9
Shift Premium - Third Shift	9
Compensation for Work on Paid Holiday	10
Paid Holidays	10
Provision Concerning Paid Holiday Falling on Saturday (Not Normally Worked)	10
Provision Concerning Paid Holiday Falling on Sunday (Not Normally Worked)	10
Provision Concerning Paid Holiday Falling on Scheduled Day-off (Other than Saturday and Sunday)	11
Provision Concerning Paid Holiday Falling Within Vacation Period	11
Paid Vacations (General)	11
Paid Vacations - Two Weeks	11
Paid Vacations - Three Weeks	11
Paid Vacations - Four Weeks	12
Paid Vacations - Five Weeks	12
Paid Leave of Absence: Death in Family	12
Paid Leave of Absence: Death of In-Laws	12
Pay for Leave of Absence on Jury Duty and/or Court Witness	12



	<u>Page</u>
Notice of Lay-off	13
Reporting Pay Guarantee	13
Job Posting	13
Severance Pay and S.U.B.	13
Call-in or Call-back Pay Guarantee	14
Premium Pay for (Hazardous, Dirty, Dangerous) Work	14
Portal to Portal (or Collar to Collar)	15
Safety	15
Cost of Living Bonus	15
Employer Contribution Toward Hospital and /or Medical Insurance	16
Employer Contribution Toward Life Insurance	16

## PART II

## Table

### TABLES: STATISTICAL DATA

Summary by Size of Bargaining Unit	1
Summary by Province	2
Summary by Mines	3
Collective Agreements Examined by Expiry Date	4
Collective Agreements Expiring in 1968	5
Collective Agreements Expiring in 1969	6
Collective Agreements Expiring in 1970	7
Collective Agreements Expiring in 1971	8
Union Security	9
Compensation for Grievance Work	10
Compensation for Union Officials in Negotiation of Collective Agreements	11

Table

Unpaid Leave of Absence - Union Business	12
Grievance Procedure - First Step	13
Time Limit to Initiate Grievance	14
Grievance Procedure in Dismissal Cases	15
Scope of Arbitration	16
Number of Arbitrators	17
Length of Probationary Period After Hiring	18
Seniority on Promotion	19
Seniority on Layoff	20
Retention of Seniority During Layoff	21
Weekly Hours	22
Daily Hours	23
Normal Work Week (Days)	24
Compensation for Overtime After Daily Hours	25
Compensation for Overtime After Weekly Hours	26
Compensation for Overtime on Saturday or 6th Day (Not Normally Worked)	27
Compensation for Overtime on Sunday or 7th Day (Not Normally Worked)	28
Shift Premium - Second Shift	29
Shift Premium - Third Shift	30
Paid Holidays	31
Compensation for Work on Paid Holiday	32
Provision Concerning Paid Holiday Falling on Saturday (Not Normally Worked)	33
Provision Concerning Paid Holiday Falling on Sunday (Not Normally Worked)	34

Table

Provision Concerning Paid Holiday Falling on Scheduled Day-off (Other than Saturday and Sunday)	35
Provision Concerning Paid Holiday Falling Within Vacation Period	36
Paid Vacations - Two Weeks	37
Paid Vacations - Three Weeks	38
Paid Vacations - Four Weeks	39
Paid Vacations - Five Weeks	40
Paid Leave of Absence (Death in Family)	41
Paid Leave of Absence (Death of In-Laws)	42
Pay for Leave of Absence on Jury Duty and/or Court Witness	43
Notice of Layoff	44
Reporting Pay Guarantee	45
Call-in (Back) Pay Guarantee	46
Job Posting	47
Premium Pay for (Hazardous, Dirty, Dangerous) Work	48
Portal to Portal	49
Safety	50
Cost of Living Bonus	51
Severance Pay and S.U.B.	52
Employer Contribution Toward Life Insurance	53
Employer Contribution Toward Hospital and/or Medical Insurance	54





## Introduction

The bulk of the analysis deals with substantive provisions relating to job security and job tenure, work schedules, various types of compensation, fringe benefits and other related areas of collective bargaining activity. The procedural provisions analyzed include grievance procedure and arbitration.

Only fragmentary data are available on hospital, medical and life insurance plans. The tables on these provisions are based solely upon specific references to such plans appearing in the main text of the collective agreements and may not be wholly representative of this area of fringe activity since these provisions often appear in separate pamphlets that may not even be referred to in the main text of an agreement. This deficiency precludes compilation of meaningful statistics on these plans, at least in so far as the "No Specific Provision" category in all likelihood may include cases in which provision for these plans is made in a supplementary document.

Consequently, the main interest in the tables on hospital, medical and life insurance schemes will not be in the overall incidence (which is suspected to have a built-in downward bias) as much as in the further breakdowns where the provision is mentioned in the main agreement. Plans for the Department call for the collection of supplementary documents and more comprehensive analysis of these "fringes" in future studies.

## Union Security

The results of the study indicate that a relatively small number of employers and unions have negotiated some form of union security clause. At one extreme, it was found that 72 per cent of the agreements examined had no provision regarding union membership as a prerequisite for continued employment in the mining industry. At the opposite extreme, only one per cent of the agreements, with negligible employee coverage, provided for a closed shop. Compulsory unionism was found in approximately 28 per cent of the agreements. The range of choice ran from the closed shop through to the union shop with its various modifications and maintenance of membership. As may be seen under "check-off" the Rand Formula is widespread in the mining industry, and possibly accounts for the relative absence of membership provisions.

### Union Shop

The straight union shop clause was found in seven per cent of the agreements, covering three per cent of employees in the survey. This type of clause makes membership in the union obligatory. The employer can hire whoever he wishes, but after the employee has served a probationary period and becomes a regular worker in the plant, he is required to join the union. If he fails to do so, the employer must discharge him.

A typical union shop clause stipulates that "it shall be a condition of employment that all employees must become and remain members of the Union in good standing by the completion of their probationary period".

### Modified Union Shop

The modified union shop, as the term implies, is a common variant of the union shop. This type of clause was found in 12 per cent of the agreements negotiated in mining, covering a similar percentage of employees. Under such a clause, it is common that every employee who is or becomes a member of the union must maintain his membership in the union as a condition of employment. New employees, on completion of their probationary period, must apply for and maintain membership in the union as a condition of employment. However employees who are not members of the union at the time the contract is signed are exempted from the membership requirement.

### Maintenance of Membership

The maintenance of membership clause does not compel the employee to join the union; but if he elects to do so, he is obliged to remain a member in good standing for the duration of the agreement, as a condition of employment. Seven per cent of the agreements covering four per cent of employees had such clauses.



The agreements usually specify "that any present employee of the Company who, at the date of the signing of this Agreement, is a member of the Union, or any employee who hereafter during the term of this Agreement becomes a member of the Union, shall, as a condition of continued employment, maintain membership in the Union in good standing".

#### Check-off

On the basis of the results of the survey, it would appear that dues check-off is standard practice in the industry. It was found that 95 per cent of the agreements, covering 96 per cent of employees, had the check-off system of collecting union dues.

Many detailed variations of check-off were found, as is illustrated in Table 9. Under some agreements, dues are checked-off automatically for all union members, under others they are checked-off for all employees covered by the agreement subject to the proviso that this be done only upon receipt of a signed authorization from the employee to the company. The company is required to transmit to the union the sums so deducted.

In a few instances the employee is provided with an "escape clause" which specifically states, for example, that "The employee may revoke this request and authorization at any time between the sixtieth (60) and the thirtieth (30) day preceding the expiration date of this Agreement".

#### Rand Formula:

Indications are that the Rand Formula is the most common form of check-off in the mining industry. This formula invariably prescribes that all employees covered by the agreement, that is, union members and non-members alike, must pay the equivalent of union dues as a condition of continued employment. Forty-six per cent of the agreements, covering 61 per cent of employees had a specific provision incorporating the "Rand Formula".

A fairly typical clause provides that:

"The Company shall, during the life of this agreement, deduct as a condition of each employee's continued employment, a sum equivalent to dues as set by the Union from the first pay cheque due in each calendar month to each employee and remit the same to the Financial Secretary of the Union."

#### Compensation for Grievance Work

The union officials concerned with the handling of grievances are normally the shop stewards or grievance committee-men. Most agreements

seek to guarantee that employees so designated are not deprived of earnings whenever it becomes necessary for them to leave their jobs for the purpose of adjusting or settling grievances which come within the scope of the agreement. Under the majority of agreements reviewed, the time lost by grievance stewards or grievance committee-men during their regular shifts in respect of grievance work is paid for by the company. In a noticeable proportion of the agreements, the company is not obligated to pay for time so lost.

In this study, roughly 62 per cent of the agreements covering about 70 per cent of employees had a specific provision incorporating the principle of indemnifying employees engaged in grievance work against loss of wages while carrying out their responsibilities. It is worthy of note, however, that many agreements try to encourage that "as far as it is practicable, grievance work will be done outside of working hours in order to reduce to a minimum any interference with operations".

#### Compensation for Union Officials in Negotiation of Collective Agreements

At the expiration date of a collective agreement, when the terms of the agreement are open for renegotiation, it is not unusual for the union officials to attend meetings during normal working hours in connection with the negotiations. However, it was found that very few of the agreements in this survey provided for compensation for union officials engaged in negotiating collective agreements during their regular working hours. Only eight per cent of the agreements covering roughly one per cent of employees had such a provision.

#### Unpaid Leave of Absence - Union Business:

Approximately 78 per cent of the agreements covering 88 per cent of employees had a provision stipulating that any employee selected as a delegate or representative of the union, and in that capacity requires a leave of absence, should be granted such leave for a reasonable length of time, without pay. The type of provision most frequently negotiated in this area encompassed both extended and limited leave of absence.

#### Grievance Procedure/Arbitration

It is clearly established that collectively-bargained agreements almost invariably provide for special machinery for resolving day-to-day disputes within the scope of the agreement. This guarantees responsible observance of the terms of the agreements. All agreements examined had a provision outlining the procedure to be followed in disposing of grievances.

Between 96 and 97 per cent of the agreements provide for arbitration as the terminal step in the grievance procedure. It may be noted that in almost all jurisdictions a procedure for final and conclusive or binding settlement of disputes arising over the contractual provisions in collective agreements is required by law <sup>1</sup>. It is common for arbitration procedures to be governed by an Arbitration Act or by special provisions in Labour Relations Acts. However, indications are that there is no standard arbitration machinery. This was found to vary extensively.

#### Grievance Procedure - First Step

The study revealed that a typical grievance procedure calls for a discussion of a grievance with management, with or without a union representative, as a first step. Seventy-four per cent of the agreements, covering 83 per cent of employees had this type of provision. Twenty per cent of the agreements, covering eight per cent of employees, specified that a grievance should be presented to management through the union representative only. Unsatisfactory disposition of a grievance at the first-step stage is taken as the basis for an appeal to the next higher stage.

#### Time Limit to Initiate a Grievance

Seventy-five per cent of the agreements, which covered roughly the same percentage of employees, had a provision enforcing time limits for the initiation of a grievance. The most common period ranged from five to seven days. By inference this type of provision recognizes the principle that an attempt should be made to adjust a grievance promptly.

#### Grievance Procedure in Dismissal Cases

In order to facilitate prompt settlement of grievances arising out of cases of alleged wrongful dismissal or suspension, most agreements prescribe that an employee who considers that he has been unjustly suspended or dismissed may by-pass a number of procedural steps in initiating his grievance. Action must be taken within a specified period of time, usually a minimum of 48 hours after notification.

Sixty-seven per cent of the agreements covering 84 per cent of employees had a specific provision for shorter or faster grievance procedure in dismissal cases.

#### Scope of Arbitration

In 83 per cent of the agreements which covered 90 per cent of employees, the scope of arbitration was limited to disputes or controversies arising out of "alleged violation, application or interpretation" of the terms of the agreements. It is noteworthy that in all the cases delimiting the scope of arbitration, the arbitrator, in the absence of

---

1. Carrothers, A.W.R. Collective Bargaining Law in Canada (Toronto: Butterworths, 1965) pp. 357-58.



specific jurisdiction, has no authority to modify the terms of the agreement or to rule on issues not covered in the agreement.

Only in six per cent of the agreements, covering a similar percentage of employees, was the scope of arbitration extended to cover all disputes irrespective of whether or not the source is contractual.

#### Number of Arbitrators

Agreements which have a provision for arbitration procedures usually specify the number of arbitrators. In this study, it was found that 97 per cent of the agreements covering close to 99 per cent of the employees followed this pattern. The most common practice is the establishment of a panel of arbitrators, comprising members appointed by both union and management. These members, in turn, select a neutral chairman or, failing that, the chairman is appointed by the Labour Relations Board of the province or the Minister. Eighty-two per cent of the agreements covering 90 per cent of employees made provision for a panel of arbitrators. Relatively few agreements, only 11 per cent covering six per cent of employees, provided for a single arbitrator.

#### Length of Probationary Period After Hiring

Ninety per cent of the agreements covering 87 per cent of the employees had a provision stipulating the length of the probationary period which an employee must serve after his initial hiring. The most common period was 60 days. Next in order of frequency was 90 days.

#### Seniority

An important group of clauses in collective bargaining agreements, which is of vital concern to employees, involves the application and administration of seniority rules. Seniority provisions are the principal contractual safeguard of job security and job tenure.

A major problem was encountered in the study in interpreting seniority provisions, especially in the case of "competitive status"<sup>2</sup> seniority which is almost invariably linked to other factors such as ability, efficiency, knowledge, skill, and physical fitness to do the job. As it was very difficult to evaluate the relative weight given to these factors in particular instances it was decided to break down the seniority provisions solely on the basis of the strict terminology used in the agreement. The precise meaning of these provisions is often worked out through the grievance procedure and arbitration, as provided for in the agreement.

---

2. The term is used here to mean the relative ranking of employees in a competition for promotion, a transfer, or to avoid lay-off. Length of service is the dominant consideration only when other factors are judged relatively equal or in the absence of marked differences of ability, etc., among the candidates.

### Seniority on Promotion

As is indicated in Table 19, very few contracts specify seniority as the sole criterion for promotion. Only one per cent of the agreements covering a negligible portion of the employees had a provision for promotion to be based on straight seniority. In the majority of agreements it was found that seniority governed when qualifications to perform the job were relatively "equal". Fifty-two per cent of the agreements covering 68 per cent of employees had such a provision. Seventeen per cent of the agreements covering 11 per cent of employees either implicitly or explicitly stated that seniority would be considered together with other factors.

A clause illustrating how seniority may be applied in promotions is reproduced here:

"In making a promotion (except to or in supervisory or confidential position) the company shall consider the following two (2) factors in determining which employees are to be promoted: (a) the seniority ranking of the employees affected, and (b) the requirements and the efficiency of operations and the ability knowledge, training, skill and physical fitness of the employees to do the work.

When in the judgment of the company factor (b) is to all intents and purposes equal as between two (2) or more employees, then the employee having the greater or greatest seniority will receive the promotion."

### Seniority on Lay-off

Few agreements provide for the application of straight seniority in determining the order in which employees will be laid-off. Four per cent of the agreements covering a corresponding percentage of employees, had this type of provision. In 73 per cent of the agreements covering 68 per cent of the employees, it was found that seniority governed provided that the employees' qualifications to do the job were either "equal" or "normal", "average" or "sufficient".

In almost every instance, the procedure for determining lay-offs applied also to recall. Workers were to be rehired in reverse order from that in which they were laid-off subject to their being able to perform the job.

### Retention of Seniority During Lay-off

Roughly 79 per cent of the agreements covering 80 per cent of the employees had a specific provision for the retention of seniority during a period of protracted lay-off. The provision which was found to be most common specified a retention period of 12 months or less. Forty-eight per cent of the agreements covering 24 per cent of the employees had this type of provision. Next in incidence was the provision which specified a retention period of 13 to 24 months. This type of provision was found in nine per cent of the agreements and covered a similar percentage of employees.

Close to 15 per cent of the agreements covering some 40 per cent of the employees had a provision stipulating a retention period graduated according to length of service. The most frequent in this category was the provision specifying a maximum retention period of 13 to 24 months. Seven per cent of the agreements, covering 11 per cent of the employee had this type of provision. Only four contracts with graduated retention of seniority had a maximum retention period of more than 24 months; however, one of them was for a large bargaining unit, resulting in approximately 24 per cent of employees having this provision.

#### Weekly Hours

All the agreements examined specifically mentioned the number of hours an employee is expected to work per week. It is clearly established that the standard practice in larger establishments in the mining industry is 40 hours per week. Eighty-two per cent of the agreements covering 96 per cent of employees had a provision for a 40 hour week. The remaining agreements had provisions for a work week ranging from 37½ hours through to 57½ hours, with seven per cent of agreements specifying a 44 hour week. The percentage of employees covered by these remaining agreements is negligible.

#### Daily Hours

The results of the study reveal quite clearly that eight hours per day is the normal working day in the mining industry. Eighty-seven per cent of the agreements covering 97 per cent of the employees provided for an eight-hour day.

#### Normal Work Week (Days):

The agreements show that the five-day week is well established in the industry. Eighty-seven per cent of the agreements covering 96 per cent of the employees had a specific provision for a five-day week. Seven per cent of the agreements covering two per cent of the employees had a provision for a 5½-day week.

#### Compensation for Overtime After Daily Hours

When an employee has worked in excess of the normal daily hours or outside of the regular hours it is standard practice for the agreement to guarantee him compensation at a premium rate. In this study, 80 per cent of the agreements covering 85 per cent of the employees provided that a premium pay at the rate of time and a half be paid to employees for work performed beyond the normal daily hours. Other forms of compensation range from time off equivalent to overtime worked to a premium rate of time and a half followed by a higher rate when overtime exceeds a certain number of hours. The latter provision occurred in 13 per cent of agreements covering four per cent of the employees.



### Compensation for Overtime After Weekly Hours

The most common premium rate paid for work performed in excess of the normal weekly hours was time and a half. This was found to be the case in 76 per cent of agreements which covered 80 per cent of the employees. Five per cent of agreements covering two per cent of the employees provided for a premium pay at the rate of time and a half followed by a higher rate.

### Compensation for Overtime on Saturday or 6th Day (Not Normally Worked)

As can be seen from the breakdown in Table 27, 33 per cent of the agreements covering 21 per cent of the employees had a provision for 'time and a half', and four per cent of the agreements (two per cent employees) had a provision for 'time and a half by a higher rate'.

### Compensation for Overtime on Sunday or 7th Day (Not Normally Worked)

Of the 188 agreements studied, 52 per cent were found to contain specific provisions regarding compensation for overtime on Sunday or 7th day. Thirty per cent of the agreements (19 per cent employees) had a provision for 'time and a half'; whereas 16 per cent of the agreements (12 per cent employees) had a provision for 'double time', and four per cent of the agreements (two per cent employees) provided for 'time and a half followed by a higher rate'.

### Shift Premium - Second Shift:

Sixty-four per cent of the agreements, covering roughly 74 per cent of the employees had a specific provision prescribing payment of a shift differential for work performed on the second or "swing" shift. However, the shift differentials exhibit a considerable variety, ranging from 2 cents per hour to 13 cents per hour.

Thirteen per cent of the agreements, covering 10 per cent of the employees had a provision for the payment of a shift differential of 5 cents per hour on the second shift; 10 per cent of the agreements, covering 36 per cent of the employees required payment of a differential of 8 cents per hour.

### Shift Premium - Third Shift:

Payment of shift differentials for work performed on the third or "graveyard" shift is also quite prevalent and amounts vary widely. It was found that shift differentials for work performed on the "graveyard" shift ranged from 3 cents per hour up to 18 cents per hour.

Fourteen per cent of the agreements covering nine per cent of the employees had a provision specifying payment of 10 cents per hour for work done on this shift. Eleven per cent of agreements covering 10 per cent of employees specified payment of 12 cents per hour; whereas six per cent of the agreements covering 31 per cent of the employees prescribed payment of a shift differential of 14 cents per hour for work performed on this shift.

### Compensation for Work on Paid Holiday

It is a common practice for the agreement to guarantee employees required to work on a statutory holiday compensation at a rate over and above their basic rate of pay ranging upward to double their regular hourly rate, in addition to holiday pay, for all hours so worked.

Sixty-three per cent of the agreements, covering 72 per cent of the employees prescribe payment of time and a half in addition to holiday pay for work performed on a paid holiday; 10 per cent of the agreements covering eight per cent of the employees guarantee a premium pay at the rate of double time in addition to holiday pay, and 13 per cent covering 15 per cent of employees specify payment at the regular rate plus holiday pay.

### Paid Holidays

The study revealed that all agreements provide a number of paid statutory holidays for employees. The number of paid holidays ranges from five days per year up to 11 days per year. A common variation of the provision is the stipulation that all employees will receive all "proclaimed" or all "declared" statutory holidays. To be eligible for holiday pay, employees must normally work on the working day previous to and following the holiday.

Forty-three per cent of the agreements covering 58 per cent of employees had a provision for eight paid holidays per year. Thirty-one per cent of agreements covering 22 per cent of employees had a provision for nine paid holidays per year.

### Provision Concerning Paid Holiday Falling on Saturday (Not Normally Worked)

Only two per cent of the agreements, covering 28 per cent of the employees, stated that the "provision applies to some of the paid statutory or general holidays only"; six per cent of the agreements (four per cent employees) stipulated that employees receive an extra day's pay; while five per cent of the agreements (two per cent employees) provided for a working day off with pay.

### Provision Concerning Paid Holiday Falling on Sunday (Not Normally Worked)

Thirty-three per cent of the agreements covering 45 per cent of the employees had some provision for a paid holiday falling on Sunday. Most of the agreements with some provision (20 per cent of the agreements, but only nine per cent employees) provide for working day off with pay; while seven per cent agreements, with 32 per cent coverage of employees, stipulated that the provision applies to some of the paid statutory or general holidays only. Another five per cent of the agreements (three per cent employees) provided for an extra day's pay; while only one per cent had a working day off or an extra day's pay.

Provision Concerning Paid Holiday Falling on Scheduled Day-off (Other than Saturday and Sunday)

Eight per cent of the agreements, covering five per cent of the employees contained a provision for an extra day's pay; a working day off with pay was seen in only three per cent of agreements (one per cent employees), whereas two per cent of the agreements, with 28 per cent of employees, contained a provision which applied to some of the paid holidays only.

Provision Concerning Paid Holiday Falling Within Vacation Period

Fifty-seven per cent of the agreements covering 46 per cent of the employees had a specific provision regarding paid holidays falling within a vacation period. Of these, 27 per cent covering 24 per cent of employees provided for an extra day's pay. Twenty-one per cent covering 19 per cent of employees provided extended vacations.

Paid Vacations (General)

Almost every agreement contained provisions for paid vacations. Vacation periods generally ranged from 2 weeks for employees with 1 year's service up to 5 weeks for employees with 30 years service. Vacation pay is usually calculated on the basis of a percentage of the employees' yearly earnings. This was found to be usually four per cent in the case of employees with 2 weeks' accrued vacation, six per cent if such employees are entitled to 3 weeks and eight per cent if such employees are entitled to 4 weeks.

Paid Vacations - Two Weeks

Close to 96 per cent of the agreements, covering roughly 98 per cent of the employees provided for 2 weeks' paid vacations. The majority of these provided for 2 weeks after 1 year's service. This was found to be the case in 41 per cent of the agreements, covering 57 per cent of the employees. Twenty-eight per cent of the agreements, covering 18 per cent of the employees provided this benefit after 3 years' service.

Paid Vacations - Three Weeks

Roughly 76 per cent of the agreements covering almost 78 per cent of the employees had a provision for 3 weeks paid vacations. In most of the agreements eligibility for this benefit required 10 years of service with the company. This was found to be the case in 25 per cent of agreements covering 17 per cent of employees. It may be noted that 15 per cent of the agreements covering six per cent of the employees provided for this benefit after 5 years' service; whereas 12 per cent of the agreement covering 33 per cent of employees required 15 years' service.

#### Paid Vacations - Four Weeks

Only about 26 per cent of the agreements covering about 45 per cent of the employees provided for 4 weeks of paid vacation. Eleven per cent of the agreements, covering eight per cent of the employees specified that to be eligible for this benefit the employee must have 20 years' service with the company. In five per cent of the agreements, covering 30 per cent of the employees, the eligibility requirement was 25 years' service.

#### Paid Vacations - Five Weeks

Roughly 11 per cent of the agreements, covering 38 per cent of the employees had this type of provision. Six per cent of the agreements covering a similar percentage of employees specified this benefit after 25 years' service; whereas four per cent of the agreements, covering 29 per cent of employees were eligible for this benefit after 30 years' service with the company.

#### Paid Leave of Absence: Death in Family

Provisions regarding paid leave of absence, should death occur in employee's immediate family, were found in 37 per cent of the agreements covering 25 per cent of the employees. The following clause was found to be quite common:

"In the case of death in the immediate family (wife, father, mother, brother, sister or child) the employee shall/will be granted three days holiday without loss of pay".

Although the most frequent number of days allowed is 3 days, 4 days were contained in two per cent of the agreements covering one per cent of the employees and two days in three per cent covering two per cent employees.

#### Paid Leave of Absence - Death of In-Laws

The study revealed that 20 per cent of the agreements covering 18 per cent of the employees also have provisions for 3 days' paid leave of absence in case of death of in-laws, and 1 day in six per cent of agreements covering two per cent of the employees.

#### Pay for Leave of Absence on Jury Duty and/or Court Witness

Fourteen per cent of the agreements (nine per cent employees) have a provision for leave of absence on jury duty or to serve as a court witness. The usual feature of this clause is that it provides for pay equal to difference between jury duty allowance and the employee's normal pay. Only one agreement of all examined, covering one per cent of the employees, had provisions for 'pay equal to the employee's regular (normal) pay'.



### Notice of Lay-off

It was found that relatively few agreements had a specific provision requiring the company to give advance notice of lay-off in the event of a reduction in the work force. Only approximately 21 per cent of the agreements covering roughly 15 per cent of the employees had such a clause. Among these, the most common requirement was for 7 days' notice. (12 percent of the agreements covering nine per cent of the employees).

### Reporting Pay Guarantee

When employees report for work at their regular time without having been notified in advance not to report, it is customary for the agreement to guarantee them a minimum number of hours' work or pay at their regular rate.

Seventy-five per cent of the agreements, covering approximately 85 per cent of the employees, provided for a reporting pay guarantee. The most prevalent standard was 4 hours of work or pay. Fifty-two per cent of agreements covering 63 per cent of the employees had such a provision. Eleven per cent of agreements covering 12 per cent of employees had a provision prescribing a reporting pay guarantee of 3 hours of work or pay. Ten per cent of the agreements, covering nine per cent of the employees guaranteed 2 hours of work or pay.

In some cases the agreements provide the employer with an "escape" clause such as the following:

"If an employee reports for work on a regular shift without having been notified previously not to report, he shall be given full shift hours if work is available, or if no work is available, he shall be given at least four (4) hours pay at his regular rate for that day, provided, however, that this section shall not apply in cases where work is not available due to causes beyond the reasonable control of the Company."

### Job Posting

The majority of agreements require posting notices of job vacancies with preference given to employees with the greater seniority and provided that they are qualified to perform the job. Sixty-one per cent of the agreements, covering 73 per cent of the employees, had a provision incorporating the practice of posting notices of job vacancies.

### Severance Pay and S.U.B.

The frequency of severance pay and S.U.B. plans was found to be comparatively low. Only about five per cent of the agreements, covering two per cent of employees had a provision for severance pay and/or S.U.B. plans. Of these, four per cent had severance pay benefits without S.U.B. plans.

### Call-in or Call-back Pay Guarantee

A substantial number of agreements has a provision guaranteeing workers who have been "called in" or "called back" to the job after having completed their regular shift and have gone home or on their normal day off a minimum number of hours' work or the equivalent in pay. About 83 per cent of the agreements covering roughly 85 per cent of the employees provided such guarantees.

The most prevalent guarantee prescribed a minimum number of hours at the basic rate or the actual number of hours worked at a premium rate, whichever is greater. Forty-four per cent of the agreements covering 64 per cent of the employees had this type of provision. Next in frequency was the clause which prescribed a minimum of 4 hours at the basic rate. This type of provision was found in 24 per cent of agreements which covered 14 per cent of the employees.

A fairly representative clause prescribing such a guarantee for employees called to work during off-schedule hours or on a normal day off usually states, for example:

"An employee who is called out for work shall be given a minimum of four (4) hours work or, at the option of the company shall be given four (4) hours pay at his straight time rate without being required to work the full period."

### Premium Pay for (Hazardous, Dirty, Dangerous) Work

Some agreements implicitly recognize that employment in and around a mine may be to a great extent difficult, dirty or unpleasant, and that certain jobs subject employees to more dirt, more unpleasantness or more hazards than others. Between five and six per cent of the agreements which covered approximately 12 per cent of the employees prescribed extra compensation for workers engaged in such work. One per cent of the agreements covering eight per cent of the employees had a provision specifying that "the premium varies according to occupation" of the employee; and another one per cent of the agreements but covering two per cent of the employees provided that employees performing such work be paid "75 cents per shift". The following are examples of these types of provisions:

"The Company recognizes that with expanding use of oil treating some employees are subjected to excessive grease and oil in the regular course of their employment and agrees to recompense employees assigned to such work....."

or

"Where the Advisory Committee of the department involved and the department superintendent agree that work is of an exceptionally hazardous nature, employees engaged in this type of work shall receive a bonus of 15 cents per hour over and above their regular rate".

### Portal to Portal (or Collar to Collar)

This type of clause requires 'payment for time spent in travelling to and from the plant or mine entrance to the working site'. About 51 per cent of the agreements with 75 per cent employees broken down as shown in Table 49 had provisions for 'portal to portal'. The majority of these, 28 per cent agreements covering 55 per cent of the employees, provided that employees be 'paid from time of arrival and time after normal working hour for delay in reaching surface'.

The following clause is common:

"Hoisting and lowering schedules at the mine will be arranged to provide approximately eight hours from collar to collar for each shift, but any variation in these schedules and not exceeding fifteen minutes which do not occur consistently will be disregarded.... Any delay over fifteen minutes and which is due to repair work, safety considerations or causes beyond the company's control shall be paid for on the basis of straight time only, but such time shall not be considered to be time worked".

### Safety

The majority of the agreements had a specific provision requiring the establishment of safety programmes and the observance of safety regulations. A primary function of such provisions is to provide the employees protection from injury and accident and to minimize existing hazards. In most cases the agreements sought to encourage the setting up of safety committees comprising representatives of the company and employees designated by the union. It may be noted that only one agreement was found to have a clause which specified that committee decisions may be subject to grievance procedure.

Twenty-six per cent of the agreements, covering 21 per cent of the employees placed the responsibility for establishing safety programmes and devices solely on the employer. Forty-four of the agreements covering 55 per cent of the employees expressed the joint responsibility of management and union for maintaining safety.

### Cost of Living Bonus

This provision is designed to keep the workers' wages in line with the cost of living index as published by the Dominion Bureau of Statistics. Only three per cent of the agreements (covering five per cent employees) had some kind of provision for adjusting the wages to the Consumer Price Index. The following is an example of such a provision:

"The Company will, if the Consumer Price Index of DRS increases over and above the Index figure published in the month of September, 1968 by more than  $2\frac{1}{2}$  per cent of such Index figure during the period ending 21st of August, 1969, pay to each employee an allowance equal to 01 cent per hour paid for every 0.6 increase in the Index figure in excess of such percentage increase."

Employer Contribution Toward Hospital and/or Medical Insurance

Negotiated hospital and medical insurance plans were found in 64 per cent of the agreements, covering 72 per cent of employees. Contributions to the majority of these plans were made on a 50-50 basis between the company and the employees.

Employer Contribution Toward Life Insurance

The survey shows that life insurance is a major fringe benefit in this industry. The majority of the agreements had some form of negotiated life insurance plan guaranteeing that dependents will receive some restitution in the event of the death of the employee. Sixty-two per cent of the agreements, covering 68 per cent of employees had a negotiated life insurance plan, toward which the employer contributed all or part of the cost. Forty-nine per cent of the agreements covering 59 per cent of employees specified that the employer would pay a portion of the premium.



Table 1 - Summary by Size of Bargaining Unit

Size of Bargaining Unit	Agreements		Employees Covered	
	No.	(%)	No.	(%)
0 - 49 .....	54	(29)	1,492	(2)
50 - 99 .....	28	(15)	2,049	(3)
100 - 199 .....	35	(18)	4,997	(8)
200 - 299 .....	19	(10)	4,291	(7)
300 - 399 .....	17	(9)	5,606	(9)
400 - 499 .....	9	(5)	3,965	(6)
500 - 999 .....	16	(8)	10,014	(15)
1000 - 1999 .....	5	(3)	6,356	(10)
2000 + .....	5	(3)	25,828	(40)
Total .....	188		64,598	

Table 2 - Summary by Province

Province	Agreements		Employees Covered	
	No.	(%)	No.	(%)
Ontario .....	71	(38)	29,327	(45)
Quebec .....	42	(22)	14,384	(22)
British Columbia.....	23	(12)	3,624	(6)
Alberta .....	10	(5)	1,296	(2)
Manitoba .....	4	(2)	2,705	(4)
Saskatchewan .....	5	(3)	795	(1)
Newfoundland .....	7	(4)	3,294	(5)
New Brunswick .....	7	(4)	1,496	(2)
Nova Scotia .....	11	(6)	6,382	(10)
Yukon and Northwest Territories .....	8	(4)	1,295	(2)
Total .....	188		64,598	

Table 3 - Summary by Mines

Mines	Agreements		Employees Covered	
	No.	(%)	No.	(%)
Metal mines - Gold, Quartz mines .....	24	(13)	6,153	(10)
Copper - Gold, Silver mines .....	24	(13)	7,257	(11)
Nickel - Copper mines .....	9	(5)	20,866	(32)
Silver - Cobalt mines .....	7	(4)	577	(1)
Silver - Lead - Zinc mines .....	12	(6)	3,351	(5)
Uranium mines .....	7	(4)	1,668	(3)
Iron mines .....	19	(10)	7,681	(12)
Other Metal mines .....	6	(3)	988	(1)
Coal mines .....	16	(8)	7,593	(12)
Petroleum and Gas Wells .....	3	(2)	378	(-)*
Natural Gas Processing Plants .....	4	(2)	154	(-)*
Asbestos mines .....	9	(5)	5,261	(8)
Gypsum mines .....	3	(1)	238	(-)*
Salt mines .....	9	(5)	642	(1)
Other Non-Metal mines e.g., Magnesitic dolomite mine, kyanite mine, lithia mine .....	10	(5)	675	(1)
Stone Quarries, Sand Pits - Limestone Quarries.	17	(9)	561	(1)
Sand Pits or Quarries .....	5	(2)	437	(1)
Other Prospecting - Incidental to mining .....	1	(-)*	25	(-)*
Other Contract Drilling - Diamond Drilling etc.	3	(2)	93	(-)*
Total .....	108		61,596	

\* No. of agreements less than 1

Table 4 - Collective Agreements Terminated by Expiry Date

Provision	Agreements		Employees Covered	
	No.	(%)	No.	(%)
Expiring in 1968 .....	101	(54)	25,005	(39)
Expiring in 1969 .....	63	(34)	29,792	(46)
Expiring in 1970 .....	19	(10)	7,767	(12)
Expiring in 1971 .....	5	(3)	2,033	(3)
Total .....	188		64,597	



Table 5 - Collective Agreements Expiring in 1968

Provision	Agreements		Employees Covered	
	No.	(%)	No.	(%)
January .....	12	(12)	1,549	(6)
February .....	5	(5)	302	(1)
March .....	4	(4)	429	(2)
April .....	6	(6)	160	(-)*
May .....	6	(6)	1,218	(5)
June .....	9	(9)	945	(4)
July .....	5	(5)	714	(3)
August .....	15	(15)	7,621	(30)
September .....	5	(5)	782	(3)
October .....	13	(13)	6,117	(24)
November .....	9	(9)	1,458	(6)
December .....	12	(12)	3,693	(15)
Total .....	101		25,005	

\* (-) Denotes percentage less than 1.

Table 6 - Collective Agreements Expiring in 1969

Provision	Agreements		Employees Covered	
	No.	(%)	No.	(%)
January .....	8	(13)	2,852	(10)
February .....	3	(5)	482	(2)
March .....	4	(6)	949	(3)
April .....	5	(8)	857	(3)
May .....	6	(9)	791	(2)
June .....	6	(9)	481	(2)
July .....	12	(19)	17,453	(59)
August .....	3	(5)	2,833	(10)
September .....	3	(5)	305	(1)
October .....	1	(2)	70	(-)*
November .....	3	(5)	904	(3)
December .....	9	(14)	1,903	(6)
Total .....	63		29,793	

\* (-) Denotes percentage less than 1.

Table 7 - Collective Agreements Expiring in 1970

Provision	Agreements		Employees Covered	
	No.	(%)	No.	(%)
January .....	1	(5)	340	(4)
February .....	6	(32)	3,564	(46)
March .....	2	(11)	870	(11)
April .....	1	(5)	40	(-)*
May .....	2	(11)	806	(10)
June .....	1	(5)	145	(2)
September .....	4	(21)	1,776	(23)
October .....	1	(5)	75	(1)
December .....	1	(5)	151	(2)
Total .....	19		7,767	

\* (-) Denotes percentage less than 1.

Table 8 - Collective Agreements Expiring in 1971

Provision	Agreements		Employees Covered	
	No.	(%)	No.	(%)
January .....	1	(20)	203	(10)
February .....	2	(40)	980	(48)
March .....	1	(20)	450	(22)
September .....	1	(20)	400	(20)
Total .....	5		2,033	



Table 9 - Union Security

Provision	Agreements		Employees Covered	
	No.	(%)	No.	(%)
<b>MEMBERSHIP</b>				
No provision regarding union membership as a condition of employment .....	136	(72)	51,763	(80)
Closed shop .....	2	(1)	240	(-)*
Union shop .....	14	(7)	2,088	(3)
Modified union shop .....	22	(12)	7,897	(12)
Maintenance of membership for present and/or future employees .....	14	(7)	2,588	(4)
Total .....	188		64,598	
<b>CHECK-OFF</b>				
No provision for check-off of union dues .....	10	(5)	2,632	(4)
Voluntary, revocable at any time .....	10	(5)	2,323	(4)
Voluntary, irrevocable .....	7	(4)	668	(1)
Voluntary, irrevocable, with escape clause ...	17	(9)	3,768	(6)
Compulsory for all union members .....	37	(20)	10,487	(16)
Compulsory for all employees - based on Rand Formula .....	86	(46)	32,130	(61)
Compulsory for all employees hired after a certain date .....	11	(6)	2,007	(3)
Other .....	10	(5)	3,581	(5)
Total .....	188		64,598	

\* (-) Denotes percentage less than 1.

Table 10 - Compensation for Grievance Work\*

Provision	Agreements		Employees Covered	
	No.	(3)	No.	(3)
No specific provision .....	70	(37)	19,075	(32)
Grievance representatives paid for time spent on grievance work during working hours* .....	51	(27)	28,604	(44)
Grievance representatives paid for time spent on grievances during working hours, up to a specific limit*.....	21	(11)	2,221	(3)
Grievance representatives paid for time spent on grievances during working hours, with a definite restriction placed on the handling of grievances during such hours .....	13	(7)	3,155	(5)
Grievance representatives paid only for time spent on grievances during working hours at the request of the company .....	27	(14)	10,040	(16)
Other .....	6	(3)	1,503	(2)
Total .....	188		64,598	

\* With no definite restriction on the handling of grievances during working hours. Need for prior permission, or limitation to "reasonable" or "necessary" time were not regarded as definite restrictions.

Table 11 - Compensation for Union Officials in  
Negotiation of Collective Agreements

Provision	Agreements		Employees Covered	
	No.	(%)	No.	(%)
No provision .....	174	(93)	63,864	(99)
Union officials paid for time spent during working hours (no specific limit on paid time during working hours) .....	9	(5)	452	(1)
Union officials paid up to a specific limit for time spent during working hours (although there is no definite time limit on these activities during working hours) .....	4	(2)	176	(-)*
Other .....	1	(1)	106	(-)*
Total .....	188		64,598	

\* (-) Denotes percentage less than 1.

Table 12 - Unpaid Leave of Absence - Union Business

Provision	Agreements		Employees Covered	
	No.	(%)	No.	(%)
No Provision .....	41	(22)	7,711	(12)
Extended leave for union officers (half a year or more) .....	13	(7)	1,515	(2)
Limited leave for union business .....	32	(17)	5,918	(9)
Extended leave for union officers (half a year or more) and limited leave for union business .....	86	(46)	42,437	(66)
Leave for union officers, length of leave not specified .....	16	(9)	7,017	(11)
Total .....	188		64,598	



Table 13 - Grievance Procedure - First Step

Provision	Agreements		Employees Covered	
	No.	(%)	No.	(%)
Grievance presented to management without union representative .....	8	(4)	524	(1)
Grievance presented to management with or without union representative .....	140	(74)	53,321	(83)
Grievance presented to management through union representative only .....	37	(20)	5,191	(8)
Manner in which grievance is presented to management not specified .....	3	(2)	5,562	(9)
Total .....	188		64,598	

Table 14 - Time Limit to Initiate Grievance

Provision	Agreements		Employees Covered	
	No.	(%)	No.	(%)
No specific provision .....	47	(25)	16,411	(25)
Two days .....	14	(7)	18,264	(28)
Three days .....	9	(5)	1,418	(2)
Four days .....	5	(3)	925	(1)
Five days .....	39	(21)	8,025	(11)
Six days .....	3	(2)	615	(1)
Seven days .....	36	(19)	2,281	(14)
Eight days .....	1	(-)*	500	(1)
Ten days .....	13	(7)	4,912	(8)
Fourteen days .....	10	(5)	3,214	(5)
Fifteen days .....	3	(2)	348	(-)*
Thirty days .....	8	(4)	784	(1)
Total .....	188		64,598	

\* (-) Denotes percentage less than 1.

Table 15 - Grievance Procedure in Dismissal Cases

Provision	Agreements	Employees Covered
	No. (%)	No. (%)
No provision .....	62 (33)	10,333 (16)
Shorter and faster grievance procedure in dismissal cases .....	126 (67)	54,265 (84)
Total .....	188	64,598

Table 16 - Scope of Arbitration

Provision	Agreements	Employees Covered
	No. (%)	No. (%)
No specific provision .....	6 (3)	568 (1)
Difference arising out of application, violation or interpretation of the agreement only ,.....	156 (83)	58,455 (90)
Scope of arbitration broader than the above .....	12 (6)	3,845 (6)
Scope of arbitration not clearly defined in the agreement .....	14 (7)	1,730 (3)
Total .....	188	64,598

Table 17 - Number of Arbitrators

Provision	Agreements		Employees Covered	
	No.	(%)	No.	(%)
No specific provision for number of arbitrators .....	6	(3)	1,118	(2)
Specific provision for single arbitrator .....	20	(11)	3,857	(6)
Specific provision for panel of arbitrators .....	155	(82)	58,214	(90)
Specific provision for single arbitrator, or if parties fail to nominate single arbitrator, a panel of arbitrators .....	2	(1)	325	(1)
Single arbitrator or panel of arbitrators, depending on the case submitted to arbitration .....	5	(3)	1,084	(2)
Total .....	188		64,598	



Table 18 - Length of Probationary Period After Firing

Provision	Agreements		Employees Covered	
	No.	(%)	No.	(%)
No specific provision .....	20	(11)	8,010	(12)
One month .....	18	(10)	1,711	(3)
Two months .....	77	(41)	21,465	(33)
Three months .....	53	(28)	27,944	(43)
Four months .....	7	(4)	2,961	(5)
Five months .....	1	(-)*	650	(1)
Six months .....	9	(5)	1,455	(2)
Twelve months .....	3	(2)	402	(-)*
Total .....	188		64,598	

\* (-) Denotes percentage less than 1.

Table 19 - Seniority on Promotion

Provision	Agreements		Employees Covered	
	No.	(%)	No.	(%)
No specific promotion .....	19	(10)	7,879	(12)
Seniority taken into account together with other factors .....	32	(17)	7,249	(11)
Seniority governs where qualifications to perform the job are equal (or "equivalent", etc.).....	97	(52)	43,690	(68)
Seniority governs where qualifications to perform the job are sufficient (or "normal", "average", etc.) .....	38	(20)	5,665	(9)
Straight seniority .....	2	(1)	115	(-)*
Total .....	188		64,598	

\* (-) Denotes percentage less than 1.

Table 20 - Seniority on Layoff

Provision	Agreements		Employees Covered	
	No.	(%)	No.	(%)
No specific provision .....	7	(4)	6,505	(10)
Seniority taken into account together with other factors .....	38	(20)	10,914	(17)
Senior employee retained provided his qualifications (or ability) to perform available jobs are equal (or "equivalent", etc.) .....	80	(43)	33,814	(52)
Senior employee retained provided his qualifications (or ability) to perform available jobs are sufficient (or "normal", "average", etc.) .....	56	(30)	10,748	(17)
Layoffs on the basis of straight seniority .....	7	(4)	2,617	(4)
Total .....	188		64,598	

Table 21 - Retention of Seniority During Layoff

Provision	Agreements		Employees Covered	
	No.	(%)	No.	(%)
No specific provision .....	39	(21)	12,623	(40)
12 months or less .....	91	(48)	15,245	(44)
13 - 24 months .....	17	(9)	5,573	(3)
25 - 36 months .....	8	(4)	4,226	(7)
Over 36 months .....	1	(-)*	40	(-)*
Graduated according to length of service, maximum 12 months or less .....	10	(5)	3,191	(5)
Graduated according to length of service, maximum 13 - 24 months .....	13	(7)	7,146	(11)
Graduated according to length of service, maximum 25 - 26 months .....	3	(2)	15,484	(24)
Graduated according to length of service, maximum over 37 months .....	1	(-)*	78	(-)*
Retention of seniority during term of layoff mentioned, but length not specified .....	1	(-)*	65	(-)*
Other .....	4	(2)	545	(-)*
Total .....	168		64,598	

\* (-) Denotes percentage less than 1.



Table 22 - Weekly Hours

Provision	Agreements		Employees Covered	
	No.	(%)	No.	(%)
37 $\frac{1}{2}$ hours .....	1	(-)*	23	(-)*
38 $\frac{3}{4}$ hours .....	1	(-)*	41	(-)*
40 hours .....	154	(22)	61,257	(26)
42 hours .....	4	(2)	476	(-)*
42 $\frac{1}{2}$ hours .....	1	(-)*	22	(-)*
44 hours .....	13	(7)	1,327	(1)
45 hours .....	6	(3)	255	(-)*
48 hours .....	4	(2)	164	(-)*
50 hours .....	4	(2)	121	(-)*
52 $\frac{1}{2}$ hours .....	1	(-)*	42	(-)*
57 $\frac{1}{2}$ hours .....	1	(-)*	20	(-)*
Total .....	168		64,528	

\* (-) Denotes percentage less than 1.

Table 23 - Daily Hours

Provision	Agreements		Employees Covered	
	No.	(%)	No.	(%)
Number of daily hours not stated .....	7	(4)	875	(1)
Seven hours .....	2	(1)	296	(-)*
Seven and a half hours .....	1	(-)*	23	(-)*
Seven and three-quarters hours .....	1	(-)*	41	(-)*
Eight hours .....	163	(87)	62,792	(97)
Eight and a half hours .....	1	(-)*	22	(-)*
Nine hours .....	8	(4)	336	(-)*
Nine and a half hours .....	1	(-)*	42	(-)*
Ten hours .....	3	(2)	91	(-)*
Ten and a half hours .....	1	(-)*	80	(-)*
Total .....	188		64,598	

\* (-) Denotes percentage less than 1.

Table 24 - Normal Work Week (Days)

Provision	Agreements		Employees Covered	
	No.	(%)	No.	(%)
Days not stated .....	10	(5)	1,248	(2)
Five .....	163	(87)	61,701	(96)
Five and a half .....	14	(7)	1,409	(2)
Six .....	1	(-)*	0	(-)*
Total .....	188		64,358	

\* (-) Denotes percentage less than 1.

Table 25 - Compensation for Overtime After Daily Hours

Provision	Agreements		Employees Covered	
	No.	(%)	No.	(%)
No specific provision .....	8	(4)	6,485	(10)
Time off equivalent to overtime worked .....	1	(-)*	36	(-)*
Straight time pay .....	2	(1)	296	(-)*
Time and a half .....	151	(80)	54,621	(85)
Time and a quarter followed by a higher rate .....	2	(1)	223	(-)*
Time and a half followed by a higher rate .....	24	(13)	2,867	(4)
Total .....	188		64,528	

\* (-) Denotes percentage less than 1.

Table 26 - Compensation for Overtime After Weekly Hours

Provision	Agreements		Employees Covered	
	No.	(%)	No.	(%)
No specific provision .....	35	(19)	10,173	(16)
Time off equivalent to overtime worked .....	1	(-)*	36	(-)*
Straight time pay .....	1	(-)*	1,186	(2)
Time and a half .....	142	(76)	51,603	(80)
Time and a half followed by a higher rate .....	2	(5)	1,600	(2)
Total .....	188		64,598	

\* (-) Denotes percentage less than 1.



Table 27 - Compensation for Overtime on Saturday or 6th-Day (Not Normally Worked)

Provision	Agreements		Employees Covered	
	No.	(%)	No.	(%)
No specific provision .....	114	(61)	49,139	(76)
Time and a half .....	63	(33)	13,741	(21)
Time and a half followed by a higher rate .....	7	(4)	1,257	(2)
Double time .....	1	(-)*	33	(-)*
Other .....	3	(2)	428	(-)*
Total .....	188		64,598	

\* (-) Denotes percentage less than 1.

Table 28 - Compensation for Overtime on Sunday or 7th-Day (Not  
Normally Worked)

Provision	Agreements		Employees Covered	
	No.	(%)	No.	(%)
No specific provision .....	89	(47)	42,296	(67)
Time and a half .....	57	(30)	12,850	(19)
Time and a half followed by a higher rate .....	7	(4)	1,150	(2)
Double time .....	30	(16)	7,962	(12)
Double time and a half .....	1	(-)*	40	(-)*
Other .....	4	(2)	300	(-)*
Total .....	188		64,598	

\* (-) Denotes percentage less than 1.

Table 29 - Shift Premium - Second Shift

Provision	Agreements		Employees Covered	
	No.	(%)	No.	(%)
No specific provision .....	67	(36)	16,782	(26)
Two cents per hour .....	1	(-)*	23	(-)*
Three cents per hour .....	4	(2)	1,270	(2)
Four cents per hour .....	9	(5)	1,520	(2)
Five cents per hour .....	25	(13)	6,246	(10)
Six cents per hour .....	14	(7)	2,560	(4)
Seven cents per hour .....	12	(6)	2,694	(4)
Eight cents per hour .....	18	(10)	23,431	(36)
Nine cents per hour .....	11	(6)	5,442	(8)
Ten cents per hour .....	19	(10)	4,325	(7)
Eleven cents per hour .....	1	(-)*	15	(-)*
Twelve cents per hour .....	6	(3)	216	(-)*
Thirteen cents per hour .....	1	(-)*	65	(-)*
Total .....	188		64,596	

\* (-) Denotes percentage less than 1.

Table 30 - Shift Premium - Third Shift

Provision	Agreements		Employees Covered	
	No.	(%)	No.	(%)
No specific provision .....	54	(20)	11,750	(18)
Three cents per hour .....	1	(-)*	23	(-)*
Four cents per hour .....	3	(2)	5,108	(8)
Five cents per hour .....	9	(5)	891	(1)
Six cents per hour .....	11	(6)	2,145	(3)
Seven cents per hour .....	5	(3)	455	(1)
Eight cents per hour .....	16	(9)	8,233	(5)
Nine cents per hour .....	17	(9)	2,528	(5)
Ten cents per hour .....	27	(14)	5,659	(9)
Eleven cents per hour .....	1	(-)*	2,552	(4)
Twelve cents per hour .....	22	(11)	6,379	(10)
Thirteen cents per hour .....	1	(-)*	42	(-)*
Fourteen cents per hour .....	11	(6)	25,129	(41)
Fifteen cents per hour .....	2	(2)	2,100	(3)
Sixteen cents per hour .....	2	(1)	82	(-)*
Eighteen cents per hour .....	7	(4)	521	(1)
Total .....	188		64,598	

\* (-) Denotes percentage less than 1.

Table 31 - Paid Holidays

Provision	Agreements		Employees Covered	
	No.	(%)	No.	(%)
Five days per year .....	2	(1)	120	(-)*
Six days per year .....	18	(10)	5,524	(9)
Seven days per year .....	21	(11)	6,676	(10)
Eight days per year .....	81	(43)	37,574	(58)
Eight and a half days per year .....	1	(-)*	84	(-)*
Nine days per year .....	59	(31)	14,353	(22)
Ten days per year .....	4	(2)	115	(-)*
Eleven days per year .....	1	(-)*	22	(-)*
Number of paid holidays not specifically stated .....	1	(-)*	130	(-)*
Total .....	186		64,598	

\* (-) Denotes percentage less than 1.



Table 32 - Compensation for Work on Paid Holiday

Provision	Agreements		Employees Covered	
	No.	(%)	No.	(%)
No specific provision .....	13	(7)	1,386	(3)
Straight time plus another day off with pay .....	1	(-)*	138	(-)*
Straight time in addition to holiday pay .....	24	(13)	2,541	(15)
Time and a quarter in addition to holiday pay .....	2	(1)	453	(-)*
Time and a half in addition to holiday pay .....	118	(62)	46,251	(72)
Time and a half, minimum 4 hrs., double time thereafter for all hours worked, plus holiday pay .....	4	(2)	392	(-)*
Double time in addition to holiday pay .....	18	(10)	5,129	(4)
Other **.....	8	(4)	520	(1)
Total .....	186		64,598	

\* (-) Denotes percentage less than 1.

\*\* Include provisions for double time and a quarter, double time and three-quarters and negotiated formulas.

Table 33 - Provision Concerning Paid Holiday Falling on Saturday (Not Normally Worked)

Provision	Agreements		Employees Covered	
	No.	(%)	No.	(%)
No specific provision .....	159	(85)	41,933	(65)
Working day off with pay .....	10	(5)	992	(2)
Extra day's pay .....	12	(6)	2,566	(4)
Provision applies to <u>some</u> of the paid statutory or general holidays only .....	4	(2)	18,189	(28)
Specific provision for <u>no</u> working day off with pay <u>or no</u> extra day's pay .....	1	(-)*	429	(-)*
Working day off or extra day's pay .....	2	(1)	489	(-)*
Total .....	188		64,598	

\* (-) Denotes percentage less than 1.

Table 24 - Provision Concerning Paid Holiday Falling on Sunday (Not Normally Worked)

Provision	Agreements		Employees Covered	
	No.	(%)	No.	(%)
No specific provision .....	124	(66)	34,804	(54)
Working day off with pay .....	37	(20)	5,783	(9)
Extra day's pay .....	10	(5)	2,441	(3)
Provision applies to some of the paid statutory or general holidays only .....	14	(7)	20,652	(32)
Specific provision for no working day off with pay <u>or</u> <u>no</u> extra day's pay .....	1	(-)*	429	(-)*
Working day off or extra day's pay .....	2	(1)	482	(1)
Total .....	168		64,596	

\* (-) Denotes percentage less than 1.

Table 35 - Provision Concerning Paid Holiday Falling on Scheduled Day-Off  
(Other than Saturday and Sunday)

Provision	Agreements		Employees Covered	
	No.	(%)	No.	(%)
No specific provision .....	161	(85)	42,179	(65)
Working day off with pay .....	5	(3)	503	(1)
Extra day's pay .....	15	(8)	3,242	(5)
Provision applied to <u>some</u> of the paid holidays only .....	3	(2)	17,800	(28)
Specific provision for <u>no</u> working day off with pay <u>or no</u> extra day's pay .....	1	(-)*	429	(-)*
Working day off <u>or</u> extra day's pay .....	3	(2)	445	(-)*
Total .....	188		64,598	

\* (-) Denotes percentage less than 1.

Table 36 - Provision Concerning Paid Holiday Falling Within Vacation Period

Provision	Agreements		Employees Covered	
	No.	(%)	No.	(%)
No specific provision .....	81	(43)	34,686	(54)
Vacation extended .....	40	(21)	12,111	(19)
Extra day's pay .....	50	(27)	15,795	(24)
Vacation specifically not extended and no extra day's pay .....	2	(1)	145	(-)*
Vacation extended or extra day's pay .....	9	(5)	805	(1)
Other .....	6	(3)	1,056	(2)
Total .....	188		64,598	

\* (-) Denotes percentage less than 1.



Table 37 - Paid Vacations - Two Weeks

Provision	Agreements		Employers Covered	
	No.	(%)	No.	(%)
No specific provision .....	7	(4)	1,168	(2)
After one year's service .....	78	(41)	36,606	(57)
After two years' service .....	29	(15)	8,080	(12)
After three years' service .....	53	(28)	11,720	(18)
After four years' service .....	4	(2)	238	(-)*
After five years' service .....	13	(7)	4,112	(6)
After seven years' service .....	1	(-)*	2,000	(3)
After fifteen years' service .....	1	(-)*	427	(-)*
Other .....	2	(1)	188	(-)*
Total .....	188		64,598	

\* (-) Denotes percentage less than 1.

Table 38 - Paid Vacations - Three Weeks

Provision	Agreements		Employees Covered	
	No.	(%)	No.	(%)
No specific provision .....	45	(24)	13,232	(24)
After one year's service .....	1	(-)*	36	(-)*
After two years' service .....	4	(2)	2,656	(4)
After three years' service .....	2	(1)	1,554	(2)
After four years' service .....	2	(1)	421	(-)*
After five years' service .....	22	(15)	4,204	(6)
After seven years' service .....	1	(-)*	145	(-)*
After eight years' service .....	2	(1)	182	(-)*
After ten years' service .....	47	(25)	10,750	(17)
After eleven years' service .....	1	(-)*	446	(-)*
After twelve years' service .....	11	(6)	2,154	(3)
After thirteen years' service .....	4	(2)	2,284	(2)
After fourteen years' service .....	1	(-)*	42	(-)*
After fifteen years' service .....	2	(12)	2,475	(3)
After twenty years' service .....	10	(5)	1,201	(3)
After twenty-five years' service .....	6	(3)	2,727	(4)
Total .....	188		64,528	

\* (-) denotes percentage less than 1.

Table 39 - Paid Vacations - Four Weeks

Provision	Agreements		Employees Covered	
	No.	(%)	No.	(%)
No specific provision .....	140	(74)	35,168	(54)
After three years' service .....	3	(2)	2,554	(4)
After four years' service .....	1	(-)*	254	(-)*
After ten years' service .....	4	(2)	1,137	(2)
After fifteen years' service .....	10	(5)	769	(1)
After twenty years' service .....	20	(11)	5,178	(8)
After twenty-five years' service .....	10	(5)	19,538	(30)
Total .....	188		64,598	

\* (-) Denotes percentage less than 1.

Table 40 - Paid Vacations - Five Weeks

Provision	Agreements		Employees Covered	
	No.	(%)	No.	(%)
No specific provision .....	167	(89)	39,930	(62)
After four years' service .....	1	(-)*	1,186	(2)
After five years' service .....	1	(-)*	671	(1)
After twenty-five years' service .....	12	(6)	3,944	(6)
After thirty years' service .....	7	(4)	18,867	(29)
Total .....	188		64,598	

\* (-) Denotes percentage less than 1.

Table 41 - Paid Leave of Absence (Death in Family)

Provision	Agreements		Employees Covered	
	No.	(%)	No.	(%)
No specific provision .....	119	(63)	48,331	(75)
Two days .....	6	(3)	1,255	(2)
Three days .....	59	(31)	13,800	(21)
Four days .....	3	(2)	912	(1)
Other .....	1	(-)*	300	(-)*
Total .....	188		64,598	

\* (-) Denotes percentage less than 1.

Table 42 - Paid Leave of Absence (Death of In-Laws)

Provision	Agreements		Employees Covered	
	No.	(%)	No.	(%)
No specific provision .....	137	(73)	51,473	(80)
One day .....	11	(6)	1,400	(2)
Two days .....	1	(-)*	32	(-)*
Three days .....	22	(20)	11,393	(18)
Other .....	1	(-)*	300	(-)*
Total .....	188		64,598	

\* (-) Denotes percentage less than 1.

Table 43 - Pay for Leave of Absence on Jury Duty  
and/or Court Witness

Provision	Agreements		Employees Covered	
	No.	(%)	No.	(%)
No specific provision .....	161	(86)	58,613	(91)
Pay equal to difference between jury duty allowance and the employee's normal pay .....	26	(14)	4,974	(8)
Pay equal to the employee's regular (normal) pay .....	1	(-)*	811	(1)
Total .....	188		64,598	

\* (-) Denotes percentage less than 1.



Table 44 - Notice of Layoff

Provision	Agreements		Employees Covered	
	No.	(%)	No.	(%)
No specific provision .....	148	(79)	54,730	(85)
Two days .....	3	(2)	815	(1)
Five days .....	2	(1)	116	(-)*
Seven days .....	23	(12)	5,999	(7)
Fourteen days .....	2	(1)	43	(-)*
Twenty-eight days .....	1	(-)*	457	(-)*
Thirty days .....	2	(1)	222	(-)*
Graduated according to length of service .....	1	(-)*	145	(-)*
Number of days notice not specified .....	6	(3)	1,978	(3)
Total .....	188		64,598	

\* (-) Denotes percentage less than 1.

Table 45 - Reporting Pay Guarantee

Provision	Agreements		Employees Covered	
	No.	(%)	No.	(%)
No specific provision .....	46	(24)	9,923	(15)
Two hours of work or pay .....	19	(10)	5,906	(9)
Three hours of work or pay .....	21	(11)	7,701	(12)
Four hours of work or pay .....	98	(52)	40,407	(63)
Eight hours of work or pay .....	1	(-)*	200	(-)*
Other .....	3	(2)	461	(-)*
Total .....	188		64,598	

\* (-) Denotes percentage less than 1.

Table 1 - 1951 Tr (Cont'd) by Guarantee

Provision	Agreements		Employees Covered	
	No.	(3)	No.	(4)
No specific provision .....	30	(16)	9,654	(15)
Minimum of two hours' straight time pay .....	3	(2)	123	(-)*
Minimum of three hours' straight time pay .....	6	(3)	524	(-)*
Minimum of four hours' straight time pay .....	46	(24)	2,209	(14)
Minimum of two hours at premium (overtime) pay .....	4	(2)	121	(-)*
Minimum of three hours at premium (overtime) pay .....	4	(2)	296	(-)*
Minimum of four hours at premium (overtime) pay .....	4	(2)	1,012	(2)
Minimum number of hours at straight time rate, or actual hours worked at premium rate, whichever is greater .....	83	(44)	31,524	(64)
Other .....	8	(4)	1,945	(3)
Total .....	188		44,598	

\* (-) indicates no data available for this provision.

Table 47 - Job Posting

Provision	Agreements		Employees Covered	
	No.	(%)	No.	(%)
No specific provision .....	74	(39)	17,564	(27)
Posting of job vacancies .....	114	(61)	47,034	(73)
Total .....	188		64,598	

Table 48 - Premium Pay for (Hazardous, Dirty, Dangerous) Work

Provision	Agreements		Employees Covered	
	No.	(%)	No.	(%)
No specific provision .....	176	(94)	56,879	(88)
Ten cents per hour .....	3	(2)	487	(-)*
Fifteen cents per hour .....	1	(-)*	600	(1)
Fifty cents per shift .....	1	(-)*	100	(-)*
Seventy-five cents per shift .....	2	(1)	1,100	(2)
Shift premium varies according to occupation .....	2	(1)	5,142	(8)
Amount of shift premium not specified .....	2	(1)	182	(-)*
Other .....	1	(-)*	100	(-)*
Total .....	188		64,598	

\* (-) Denotes percentage less than 1.

Table 49 - Portal to Portal

Provision	Agreements		Employees Covered	
	No.	(%)	No.	(%)
No specific provision .....	91	(48)	15,821	(25)
Paid since time of arrival .....	12	(6)	5,307	(8)
Paid since time of effective work performed .....	19	(10)	2,762	(4)
Paid straight time after normal working hour for delay in reaching surface .....	13	(7)	4,153	(6)
Paid from time of arrival and time after normal working hour for delay in reaching surface .....	53	(28)	35,528	(55)
Total .....	188		64,571	

Table 50 - Safety

Provision	Agreements		Employees Covered	
	No.	(%)	No.	(%)
No specific provision .....	57	(21)	15,122	(23)
Establishment of safety programmes by the employers .....	48	(26)	13,743	(21)
Joint union-management committee for the purpose of ruling and observing safety measures .....	83	(33)	35,733	(55)
Total .....	188		64,598	



Table 51 - Cost of Living Bonus

Provision	Agreements		Employees Covered	
	No.	(%)	No.	(%)
No specific provision .....	188	(97)	61,428	(95)
Provision for cost of living bonus .....	6	(3)	7,16	(5)
Total .....	188		64,592	

Table 52 - Severance Pay and S.U.B.

Provision	Agreements		Employees Covered	
	No.	(%)	No.	(%)
No specific provision .....	178	(95)	62,989	(98)
Severance Pay - Benefits specified in agreement (no S.U.B.) .....	8	(4)	1,316	(2)
S.U.B. with severance pay .....	1	(-)*	278	(-)*
S.U.B. without severance pay .....	1	(-)*	15	(-)*
Total .....	188		64,598	

\* (-) Denotes percentage less than 1.

Table 53 - Employer Contribution Toward Life Insurance

Provision	Agreements		Employees Covered	
	No.	(%)	No.	(%)
No specific provision .....	71	(38)	20,481	(32)
Employer pays full premium .....	15	(8)	2,216	(3)
Employer pays portion of premium .....	92	(49)	37,935	(59)
Employer contribution not specified .....	10	(5)	3,966	(6)
Total .....	188		64,598	

Table 54 - Employer Contribution Toward Hospital  
and/or Medical Insurance

Provision	Agreements		Employees Covered	
	No.	(%)	No.	(%)
No specific provision .....	66	(35)	17,643	(27)
Employer pays full premium .....	4	(2)	151	(-)*
Employer pays portion of premium .....	106	(56)	42,753	(66)
Employer's contribution not specified .....	12	(6)	4,051	(6)
Total .....	188		64,598	

\* (-) Denotes percentage less than 1.







